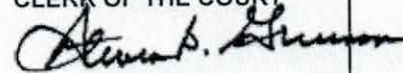


EXHIBIT A



1 **COM**

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8 Attorney for Plaintiff

9
10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 RYAN JOSEPH; RICKEY OSWALD; and
13 DENNIS LELAND,

14
15 Plaintiff,
16 vs.

17 THE BERKELEY GROUP, LLC, dba NV
18 JETS, a Nevada Limited Liability Company;
19 and DOES 1 through 20, inclusive,

20 Defendants.

CASE NO. A-18-768627-C

DEPT NO. Department 24

COMPLAINT FOR DAMAGES AND OTHER
RELIEF BASED UPON:

1. WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY
2. WRONGFUL DISCHARGE FOR REFUSING TO ENGAGE IN ILLEGAL/UNETHICAL CONDUCT
3. FOR VIOLATION OF FLSA AND NRS 608, ET SEQ.
4. INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS

*EXEMPT FROM ARBITRATION- AMOUNT
IN CONTROVERSY OVER \$50,000.00*

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22
23 RYAN JOSEPH, RICKEY OSWALD, and DENNIS LELAND (hereinafter collectively
24 "Plaintiffs" or individually, "Joseph", "Oswald" or "Leland") allege as follows:
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INTRODUCTION

1
2 1. Plaintiffs Joseph, Oswald and Leland are individuals and who now, and at all times
3 mentioned in this complaint were residents of City of Las Vegas, County of Clark and State of
4 Nevada.

5 2. Defendant THE BERKELEY GROUP, LLC, dba NV JETS ("Defendant", "NV
6 Jets" or "Defendant NV Jets") is now, and at all times mentioned in this complaint was a limited
7 liability company organized and existing under the laws of the State of Nevada, with its principal
8 place of business in the City of Las Vegas, County of Clark, State of Nevada.

9 3. Plaintiff does not know the true names of Defendants, DOES 1 through 20, inclusive,
10 and they therefore are sued by such fictitious names. Plaintiff is informed and believes that each
11 DOE Defendant is legally responsible, along with named Defendant for the wrongs complained of
12 herein. This Complaint will be amended to more fully state allegations as to DOE Defendants, once
13 that information is obtained.

14 4. Unless otherwise alleged in this Complaint, Plaintiff is informed and believes, and on
15 that basis alleges, that at all times mentioned each Defendant was the partner, agent, co-conspirator,
16 and/or employee of its co-Defendants, and in doing the things alleged in this Complaint, each was
17 acting within the course and scope of any such partnership, conspiracy, agency, and/or employment.

18 5. The events or omissions giving rise to Plaintiff's claim occurred in this Judicial
19 District, thus venue is proper for this District Court to hear and decide the matter.
20

21 **STATEMENT OF FACTS**

22 6. Defendant NV Jets provides private chartered jets transportation based out of the
23 McCarran International Airport in Las Vegas, Nevada.

24 7. Joseph was hired by NV Jets on or about September 2, 2015 as a Captain and
25 resigned on or about January 28, 2016.

26 8. Oswald was hired by NV Jets on or about March 17, 2015 as Chief Pilot and also
27 resigned on or about January 28, 2016. As Chief Pilot under Part 135 of the Federal Acquisition
28

1 Regulation ("FAR") Oswald was responsible for Operational Control of all flights conducted
2 under FAR Part 135. Operational Control is the authority of initiating, conducting or terminating
3 a flight.

4 9. Leland was hired by NV Jets in September 2011 as Pilot and resigned on or about
5 July 26, 2016.

6 10. All three Plaintiffs resigned their employment with NV Jets because of Defendant's
7 illegal and unethical conduct which violated public policy and continuing to be employed by NV
8 Jets could have cost them their pilot licenses or worse.

9 11. This included flying aircraft that were not airworthy because they failed to meet
10 Minimum Equipment List ("MEL") requirements, Federal Aviation Administration ("FAA") and
11 FAR regulations or GOM requirements. They also had Transportation Security Administration
12 ("TSA") violations and violations of the Nevada Revised Statutes ("NRS").

13 12. For example on October 14, 2015, Trip# 2845, tail number N21NV, Lyn-Michael
14 Gerber pushed the circuit breaker on the plane back in after the circuit breaker was pulled and
15 collared in violation of MEL requirements.

16 13. On November 20, 2015, Leland was yelled and screamed at and berated by Gerber.
17 The flight was from LAS-BUR where four passengers were to be picked up and transferred back
18 to LAS. On arrival it was found out that there were now seven passengers whom had to be
19 transported back to LAS and thus several actions had to be taken to make sure the aircraft stayed
20 within weight restrictions.

21 14. While on the aircraft fueling the plane according to directions from Gerber, Gerber
22 for no apparent reason started yelling and screaming at Leland to exit the aircraft and even forcibly
23 pushed Leland up against the side of the aircraft. After then being told to "get back on the plane
24 and do your fucken job", Leland called Oswald and told him about Gerber's conduct. Oswald told
25 Leland to remain professional and the flight from BUR-LAS, although considerably delayed, was
26 completed without further incident.

1 15. On December 10, 2015, Trip# 2917, tail number N21NV (SBA-ORL), was in
2 violation of FAR regulations. Oswald as Chief Pilot was responsible for Operational Control over
3 the flight, contacted Gerber to inform him that the life raft had not been on board the aircraft for
4 the flight down to Florida and that the aircraft's route of flight on the return leg needed to be
5 planned to not exceed the FAR requirement of more than 50nm from the shoreline in order to
6 safely and legally conduct the flight under Part 135. This would require a fuel stop and Gerber
7 stated that the NV Jets needed to conduct the flight nonstop in order to not add any additional
8 costs to the company. Gerber did not listen to Oswald and the flight was flown right back over the
9 Gulf of Mexico exceeding the 50nm from shoreline requirement by FAR, thus needing to have a
10 life raft on board.

11 16. On December 19, 2015, Trip# 2926, tail number N21NV (SAN-LAS), was
12 operated with the Radio Transceiver Unit being non-operational. Gerber was the Pilot in
13 Command and Oswald had Operational Control over the flight and told Gerber to not depart until
14 the aircraft was inspected and signed off by an authorized mechanic. Gerber ignored Oswald and
15 departed without the aircraft being inspected, repaired and signed off on. Thus the aircraft was
16 operated illegally by Gerber and NV Jets under Part 135.

17 17. On December 28, 2015, Trip# 2935, tail number N21NV, Oswald was informed of
18 damage to the Angle of Attack ("AOA") scale and as acting Chief Pilot, Oswald was responsible
19 for releasing the flight under Part 135. Oswald instructed Gerber, the Pilot in Command, not to
20 operate the flight until Oswald had spoken to Director of Maintenance John Mangum. Although
21 Oswald and Mangum felt the aircraft had to be inspected before conducting a Part 135 flight with
22 passengers on board, Gerber disregarded this advice and conducted flights from JAC-COE-AVQ-
23 LAS anyway.

24 18. Oswald took it upon himself to ask the FAA to allow him to implement a Plan of
25 Corrective Action to correct and help avoid any similar events from happening in the future. The
26 FAA agreed to allow NV Jets to handle the matter in house but Oswald received no cooperation in
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1 implementing the Plan of Corrective Action from Defendant.

2 19. Also under the TSA 12.5 security program an approved person has to verify all
3 passenger names against the TSA No-Fly List, selectee list, and cleared list. At NV Jets the
4 person who was supposed to do this was Josh Kirkland. Kirkland never ran a TSA check on any
5 passengers while Oswald was employed at NV Jets. Instead Karen Penly, who was not approved
6 to do the check nor is a United States citizen, performed all the TSA passenger screenings using
7 Kirkland's account and login. This provided a severe security threat and was a violation under the
8 Homeland Security Act.

9 20. In addition, Plaintiffs were forced to falsify OSHA safety reports in order for the
10 company to report higher safety standards to the public.

11 21. Plaintiffs were also forced to fly with less than 10 hours of FAA mandated rest
12 between flights and then told to falsify their FAA duty logs to cover up the fact that they did not
13 receive the mandatory rest periods.

14 22. Further Plaintiffs were forced to fly planes in violation FAA Part 135 which
15 mandated that the pilots perform runway analysis on the intended airports and runways which they
16 are flying to. On one occasion in particular Joseph was told by Gerber to over fuel an aircraft in
17 violation of performance data and then land the aircraft in Salt Lake, Utah in inclement weather
18 conditions.

19 23. When Joseph refused to do this because it was in violation of FAA regulations and
20 the aircraft could have crashed if one of the engines failed, Gerber got mad at Joseph and said you
21 need to act as a team player and tried to convince Joseph to falsify the runway
22 analysis/performance data so that it would conform to FAA regulations.

23 24. Further when flights had to be canceled because of inclement weather or a limited
24 performance profile for an aircraft, extremely harsh and threatening remarks were made to the
25 Plaintiffs about the cancellations.

26 25. Gerber also told Joseph on at least one occasion, that "this is not a big company and
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1 we need every plane possible to make on demand flights so we can stay in business.” Joseph
2 interpreted this statement as putting financial considerations ahead of safety concerns which
3 neither Joseph nor the other Plaintiffs would adhere to.

4 26. Ultimately the continued violation of MEL requirements, FAA regulations, FAR
5 regulations and other violations set forth above forced all the Plaintiffs to resign their respect
6 employment with NV Jets to seek other opportunities with companies which did not violate the
7 law, act unethically and observed reasonable safety standards. Their resignations were reasonable
8 under the circumstances because of the real possibility that they could have lost their pilot licenses
9 or worse if something was to happen.

10 **FIRST CAUSE OF ACTION**

11 **(For Wrongful Discharge in Violation of Public Policy)**

12 27. Plaintiffs Joseph, Oswald and Leland incorporate the allegations set forth in
13 paragraphs 1 through 26, inclusive, as if fully set forth herein.

14 28. As set forth above Defendant flew aircraft that were not airworthy because they
15 failed to meet MEL requirements, FAA regulations, FAR regulations or GOM requirements.
16 They also had TSA violations and violations of the NRS.

17 29. The public policy behind these laws is to protect the flying public from aircraft which
18 are not airworthy and might result in a crash.

19 30. Plaintiffs brought these violations of the various laws, regulations and requirements
20 set forth above to Defendant's attention on many occasions, including but not limited what is set forth
21 above.

22 31. Oswald even took it upon himself to inform the FAA of these and other violations
23 and was allowed by the FAA to implement a Plan of Corrective Action but got no cooperation from
24 NV Jets in its implementation.

25 32. Finally because of the lack of commitment of Defendant to do something about the
26 violations of the laws, regulations and requirement set forth above, Plaintiffs were forced to resign
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1 their employment with NV Jets.

2 33. This was reasonable under the circumstances because Plaintiffs risked losing their
3 pilot licenses or worse had they continued their employment with NV Jets and something
4 happened.

5 34. Plaintiffs believe, allege, and will prove at trial that they were constructively
6 terminated in violation of fundamental public policies of the State of Nevada and the United States
7 of America, including in retaliation for insisting that NV Jets comply with federal law and state
8 law including MEL requirements, FAA regulations, FAR regulations, GOM requirements, TSA
9 regulations and the NRS.

10 35. As a direct, foreseeable, and legal result of the Defendant's retaliation and
11 constructive discharge of Plaintiffs, Joseph, Oswald and Leland have suffered and continue to
12 suffer, substantial losses in earnings, bonuses, job benefits and expenses, in an amount to be
13 proven at trial which has a probable jury award value in excess of \$50,000 exclusive of interest
14 and costs.

15 36. As a further direct, foreseeable, and legal result of the Defendant's retaliation and
16 constructive discharge of Plaintiffs, Plaintiffs have suffered indignity, mental anguish,
17 humiliation, emotional distress, nervousness, tension, anxiety, recurring nightmares, depression,
18 inconvenience and loss of enjoyment of life and other pecuniary losses, the extent of which is not
19 fully known at this time, for which they seek damages in a sum according to proof at trial.

20 37. In acting as they did, Defendant knowingly, willfully, and intentionally acted in
21 conscious disregard of Plaintiffs' rights. Their conduct was despicable, has subjected Plaintiffs to
22 oppression, and it warrants an award of punitive and exemplary damages in favor of Plaintiffs, in a
23 sum according to proof at trial.

24 38. Plaintiffs claim the damages alleged herein, together with prejudgment interest as
25 provided by law, in a sum according to proof at trial.

26 39. Plaintiffs have incurred, and continue to incur, attorney's fees in the prosecution of
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1 their claims. Plaintiffs therefore seek an award of reasonable attorney's fees, in a sum according to
2 proof at trial.

3 **SECOND CAUSE OF ACTION**

4 **(For Wrongful Discharge for Refusing to Engage in Illegal/Unethical Conduct)**

5 40. Plaintiffs Joseph, Oswald and Leland incorporate the allegations set forth in
6 paragraphs 1 through 39, inclusive, as if fully set forth herein.

7 41. As set forth above Defendant flew aircraft that were not airworthy because they
8 failed to meet MEL requirements, FAA regulations, FAR regulations or GOM requirements.
9 They also had TSA violations and violations of the NRS.

10 42. Plaintiffs brought these violations of the various laws, regulations and requirements
11 set forth above to Defendant's attention on many occasions, including but not limited what is set forth
12 above.

13 43. Oswald even took it upon himself to inform the FAA of these and other violations
14 and was allowed by the FAA to implement a Plan of Corrective Action but got no cooperation from
15 NV Jets in its implementation.

16 44. Finally because of the lack of commitment of Defendant to do something about the
17 violations of the laws, regulations and requirement set forth above, Plaintiffs were forced to resign
18 their employment with NV Jets so they would not have to continue to be part of a company which
19 engaged in illegal and unethical conduct.

20 45. This was reasonable under the circumstances because Plaintiffs risked losing their
21 pilot licenses or worse had they continued their employment with NV Jets and something
22 happened.

23 46. Defendant's decision to constructively discharge Plaintiffs, including in retaliation
24 for refusing to engage in illegal or unethical conduct in violation of state and federal law, was
25 wrongful and in violation of fundamental public policies of the State of Nevada and the United
26 States of America.
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1 paragraphs 1 through 52, inclusive, as if fully set forth herein.

2 54. Defendant regularly engaged in commerce and its employees handled and used goods
3 which have moved in interstate commerce and thus is subjected to the provisions of the FLSA.

4 55. Plaintiffs at all relevant times were employees of Defendant, as defined by 29 U.S.C.
5 § 203(d) and NRS 608.010.

6 56. During the period of time that Plaintiffs were employed by NV Jets, Plaintiffs
7 performed work for which they were not compensated for in an amount to be proven at trial in
8 violation of the FLSA and NRS 608.016.

9 57. In addition, from time to time, Plaintiffs were required to work over forty hours per
10 week.

11 58. FLSA §207(a)(1) and NRS 608.018 requires an employer to pay its employees at a
12 rate of at least one and one-half their regular rate for time worked in one work week over forty
13 hours. This is commonly known as the time-and-a-half pay for overtime work.

14 59. Despite working overtime, Plaintiffs were not paid time and one-half pay from NV
15 Jets for overtime worked in an amount to be proven at trial in violation of the FLSA §207(a)(1) and
16 NRS 608.018.

17 60. NRS 608.019(1) provides that an employer must give an employee a one half hour
18 meal period for every eight hours worked. Further NRS 608.019(2) provides that an employer
19 must give an employee a rest period of at least ten minutes for every four hours worked.

20 61. During the period of time that Plaintiffs were employed by NV Jets, Plaintiff worked
21 numerous days of over eight hours without any meal period or rest periods to be proven at trial in
22 violation of the NRS 608.019(1) and (2).

23 62. In addition Plaintiffs were not paid for their per diem daily expenses, other
24 expenses, training cost reimbursements, performance bonuses and increases, other wages
25 including Joseph not being paid his final pay check and other amounts to be determined.

26 63. Finally NRS 608.040(1) provides that if an employer does not pay an employee all
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1 the wages and compensation they are owed within 72 hours of when they resign, the wages and
2 compensation continue at the same rate from 72 hours of when they resign, until paid or for 30
3 days, whichever is less.

4 64. Plaintiffs were not paid all the wages and compensation they were owed within 72
5 hours of when they resign and thus are owed a penalty pursuant to *608.040(1)* in an amount to be
6 proven at trial.

7 65. As a direct and proximate result of Defendant violating the FLSA, Plaintiffs have
8 suffered loss of income, including but not limited to loss of past wages, benefits, expenses,
9 reimbursement and other damages to be proven at trial.

10 66. Defendant's actions were with deliberate indifference to such right or were willful,
11 entitling Plaintiffs to an award of liquidated damages equal to double the amount of their actual
12 damages pursuant *29 USC §§216(b)* and *626(b)*.

13 67. Plaintiffs have incurred, and continue to incur, attorney's fees in the prosecution of
14 their claims. Plaintiffs therefore seek an award of reasonable attorney's fees, in a sum according to
15 proof at trial.

16 **FOURTH CAUSE OF ACTION**

17 **(Intentional Infliction of Emotional Distress by Joseph only against NV Jets)**

18 68. Joseph incorporates the allegations set forth in paragraphs 1 through 67, inclusive,
19 as if fully set forth herein.

20 69. During the time he was employed with Defendant, Joseph, who is of Lebanese and
21 African American decent, had to endure racial and ethnically discriminatory comments by various
22 staff at NV Jets.

23 70. In or about November 2015, Hangar Manager Josh Kirkland used the word
24 "nigger" in more than one conversation with him and one time told Joseph "not to be such a
25 nigger..."

26 71. In another incident in or around December 2015 which occurred at a company
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1 meeting, Gerber used ethnic slurs towards Middle Eastern people by calling them "camel
2 jockeys", "camel goat fuckers" and "rag heads" while discussing TSA bomb threat phone call
3 scenarios.

4 72. These comments were discriminatory and harassing to Joseph because of his race
5 and national origin and constitute extreme and outrageous conduct which was intended to cause
6 severe emotional distress to Joseph.

7 73. Defendant's actions did in fact cause severe emotional distress to Joseph, including
8 but not limited to, indignity, mental anguish, humiliation, nervousness, tension, anxiety, recurring
9 nightmares, depression, inconvenience and loss of enjoyment of life, the extent of which is not
10 fully known at this time, for which he seeks damages in an amount in excess of the minimum
11 jurisdictional limits of the Court, also to be proven at the time of trial.

12 74. In acting as they did, NV Jets did knowingly, willfully, and intentionally acted in
13 conscious disregard of Joseph's rights. Defendant's conduct was despicable, has subjected Joseph
14 to oppression, and it warrants an award of punitive and exemplary damages in favor of Plaintiff, in
15 a sum according to proof at trial.

16 75. Joseph claims the damages alleged herein, together with prejudgment interest as
17 provided by law, in a sum according to proof at trial.

18 76. Joseph has incurred, and continues to incur, attorney's fees in the prosecution of his
19 claims. Plaintiff therefore seeks an award of reasonable attorney's fees, in a sum according to
20 proof at trial.

21
22 PRAYER FOR RELIEF

23 WHEREFORE, Plaintiffs Joseph, Oswald and Leland demand judgment against Defendant
24 NV Jets as follows:

25 1. For back pay and front pay for substantial losses in earnings, bonuses, job benefits and
26 expenses in an amount to be proven at trial which has a probable jury award value in excess of
27 \$50,000 exclusive of interest and costs;
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1 2. For liquidated damages under the FLSA in an amount equal to double the amount of
2 their actual damages;

3 3. For compensatory damages for mental and emotional distress, worry, indignity, mental
4 anxiety, mortification, depression, shame, grief, inconvenience and loss of enjoyment of life and other
5 pecuniary losses, all to Plaintiffs' damage in a sum to be shown at the time of trial;

6 4. For punitive damages;

7 5. For attorney's fees and costs in an amount determined by the court to be reasonable;

8 6. For pre-judgment interest on all damages; and

9 7. For any other and further relief that the Court considers proper.
10

11 DATED: 1/26/2018

LAW OFFICES OF MICHAEL P. BALABAN

12
13 BY: /s/ Michael P. Balaban

14 Michael P. Balaban, Esq.

LAW OFFICES OF MICHAEL P. BALABAN

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EXHIBIT B

Electronically Issued
1/30/2018 12:29 AM

SUMM

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DISTRICT COURT

CLARK COUNTY, NEVADA

RYAN JOSEPH; RICKEY OSWALD; and
DENNIS LELAND,

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THE BERKELEY GROUP, LLC, dba NV
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Company; and DOES 1 through 20,
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Defendants.

CASE NO. A-18-768627-C

DEPT. NO. Department 24

SUMMONS - CIVIL

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
READ THE INFORMATION BELOW.**

TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against
you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is
served on you, exclusive of the day of service, you must do the following:
(a) File with the Clerk of this Court, whose address is shown below, a